drawn between cases where the expectation of receiving gratuities is, expressly or impliedly, part of the consideration for the contract of employment and the employee receives correspondingly less from the employer, and cases where the receipt of gratuities is not contemplated by the parties to the contract. See *Reynolds* v. *Smith*, 1 Cal. Industr. Acc. Comm., pt. 2, 35; *contra*, *Knott* v. *Tingle, Jacobs & Co.*, 4 Butterworth W. C. C. 55.

MUNICIPAL CORPORATIONS — DEBTS AND CONTRACTS — LIABILITY FOR SERVICES PERFORMED UNDER VOID CONTRACT. — The board of election commissioners of the defendant city contracted with the plaintiff for the purchase of one thousand voting machines. The plaintiff delivered two hundred which the board accepted and paid for. Three hundred more were then accepted. Thereupon the board was restrained in a taxpayer's suit from accepting any more machines. The plaintiff sued for the contract price. A statute provided that no contract should be made without a prior appropriation therefor (1917 ILL. REV. STAT., c. 24, § 91). No appropriation had been made. *Held*, that the plaintiff cannot recover. *Empire Voting Mach. Co.* v. *Chicago*, 267 Fed. 162 (C. C. A.).

Statutes like that in the principal case are generally considered mandatory. *Roberts* v. *Fargo*, 10 N. D. 230, 237, 86 N. W. 726, 729. It follows that contracts made in violation thereof are void. *Green* v. *Everett*, 179 Mass. 147, 60 N. E. 490; *Hurley* v. *Trenton*, 66 N. J. L. 538, 49 Atl. 518, aff'd, 67 N. J. L. 350, 51 Atl. 1109. But where the plaintiff has fully performed, recovery of at least the fair value of materials or services rendered is sometimes allowed. Various grounds are assigned as the basis of this recovery: estoppel, ratification, quasi-contract, general considerations of justice. See *Argenti* v. *San Francisco*, 16 Cal. 255, 274; *Conyers* v. *Kirk*, 78 Ga. 480, 3 S. E. 442; *Ward* v. *Forest Grove*, 20 Or. 355, 25 Pac. 1020; *Miles* v. *Holt County*, 86 Neb. 238, 125 N. W. 527; see 3 MCQUILLAN, MUNICIPAL CORPORATIONS, § 1181. Apart from serious technical objections to all of these grounds, allowing recovery qualifies and often almost vitiates the statutory command, so it is denied by the weight of authority. *Indianapolis* v. *Wann*, 144 Ind. 175, 42 N. E. 901; *Gutta-Percha Manufacturing Co.* v. *Ogalalla*, 40 Neb. 775, 59 N. W. 513. The minority view can perhaps be explained by a failure to distinguish between mandatory and merely directory provisions. Violation of the latter is usually held to make the contract voidable only; in such a case even if the contract is avoided compensation for the executed consideration is properly granted. *Wentink* v. *Passaic*, 66 N. J. L. 65, 48 Atl. 609; see 2 DILLON, MUNICIPAL CORPORATIONS, 5 ed., § 793. The practical hardship of denying any pecuniary remedy when the contract is void is mitigated by allowing the plaintiff to regain in specie what he has given, where, as in the principal case, that is physically possible. *Chapman* v. *Douglas*, 107 U. S. 348; see *La France Engine Co.* v. *Syracuse*, 33 Misc. 516, 519, 68 N. Y. Supp. 894, 897.

MUNICIPAL CORPORATIONS — GOVERNMENTAL POWERS AND FUNCTIONS — RIGHT TO AUTHORIZE NUISANCES IN CITY STREETS. — The city of Buffalo authorized the erection, by a private company, of twenty-five news-stands on the city streets. The Supreme Court issued a peremptory writ of mandamus to the city council directing an order for their removal. *Held*, that the writ be sustained. *People ex rel. Hofeller* v. *Buck*, 193 App. Div. 262, 184 N. Y. Supp. 210.

Any unauthorized encroachment upon a street or highway constitutes a nuisance *per se*, and may be abated, even though it does not actually operate as an obstruction to travel. *State* v. *Berdetta*, 73 Ind. 185; *Lacey* v. *Oskaloosa*, 143 Ia. 704, 121 N. W. 542. See 2 ELLIOTT, ROADS AND STREETS, 3 ed., § 828. In the absence of legislative authority, a municipality has no right to authorize